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PEEL FROM THIS CO

Amos: Miller, living man On the county at Large, lancaster Non-Domestic c/o: 648 Millcreek School Road Bird-in-Hand, Pennsylvania [17505] Propria persona 5 IN THE UNITED STATES DISTRICT COURT 6 7 UNITED STATES OF AMERICA, 8 Plaintiff, 9 v. MILLER'S ORGANIC FARM 10 AMOS MILLER, 11 Defendant. 12 13 Amos: Miller, Real Party in Interest (RPII) 15

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FOR THE EASTERN DISTRICT OF PENNSYLVANIA

) Case No.: 19-1435

Notice and Lodgment of New Business Membership Agreements

CAUSE NO: 19-1435

AN AUTHENTICATED FOREIGN DOCUMENT HAGUE CONVENTION, 5 OCTOBER 1961

AFFIDAVIT PUBLIC NOTICE, HONORABLE CLARIFICATIONS

### Notice and Lodgment of New Business Membership Agreements

Comes Now, Amos Miller, In Propria Persona, the Defendant in the above titled cause; 19-1435, and hereby notices the court, plaintiff and the various agents of plaintiff (USDA, Pennsylvania Department of Agriculture, etc.) of the New Business Membership Agreements.

[(Amos Miller) Lodgment of New Business Membership Agreements 220424], Page 1 of 3

- 1. Affidavit of Knowing
- 2. Explanation of the Affidavit of Knowing

Respectfully submitted this 25th day of April 2022.

Amos: Miller, living man

Real Party in Interest (RPII)

Holder-in-Due-Course, Secured Party Creditor

#### CERTIFICATE OF SERVICE 1 I, Amos Miller, serving in Propria Persona, hereby certify, under penalty of perjury, under the laws of the United States of America, without the "United States" [federal and State 2 3 Government] that I am at least 18 years old, a citizen of one of the united states of America, as I personally served the following document(s) by placing one true and correct copy of 4 document(s) via U.S. Mail with postage paid and properly 5 addressed to the following: 6 United States District Court 7 Attn: Clerk of Court 601 Market Street 8 Philadelphia, Pennsylvania 19106 USPS Certified Mail EI 227 005 537 US 9 And one copy via Certified U.S. Mail addressed as follows on or 10 about this day of April 2022; 11 GERALD B. SULLIVAN 12 ASSISTANT U.S. ATTORNEY - US ATTY'S OFFICE 615 CHESTNUT ST., STE. 1250 13 PHILADELPHIA, PA 19106-4476 USPS Certified Mail Et 227 005 483 US Muler Muler 14 15 16 17 Amos: Miller, living man Real Party in Interest (RPII) 18 19 20 21 22 23 24 25

#### AMOS MILLER ORGANIC FARM TRUST

A Private Membership Association (PMA)

A Private Pure Trust Organization - operating under private international law through a Religious Corporation Sole

### RE: AFFIDAVIT OF KNOWING INTENT TO FREELY CONTRACT WITHOUT MENTAL RESERVATIONS OR PURPOSE OF EVASION

On the soi	county	) Asseveratior
	[state]	

AMOS MILLER ORGANIC FARM TRUST (hereafter referred to as "Association" or "PMA") operates pursuant to "free will" and therefore connotes the freedom to contract unrestricted and unhampered by governmental interference. Association and its patrons and/or its assigns both recognize that "consensus facit jus", consent makes law, or in other words, your assent gives force to the law form to which you assent/agree. "Affidavit of Knowing" is synonymous with the term "AOK."

It is the intent of this document to positively communicate to the intended patron, or client, that the subsequent contract service hereby provided is to be conducted outside, separate, and apart from any "STATE OF X", or Federal, or International governmental structure, municipality, or subdivision therein, corporate, or otherwise, commerce, and that Association is separate and apart from said legislative jurisdictional/public governmental structure which have virally infected most contract exchange activities. It is of most importance for the Patron, or Client, to understand that Association has no intention of contracting with those human beings who have, for whatever reasons, decided to contract, absent forethought, with those governmental/government franchised entities without knowing what they are involved with, or the differences therein. Therefore, by signing and subscribing to this document where commercial benefits are accepted, being outside of the governmental structure whereby rights of human beings are unalienable, it is recognized that all men are created equal by their Creator. This affidavit is drawn pursuant to the "Law of Nations", which deal with the laws of obligations, and recognizes that no man, or entity, can place another into involuntary bondage/servitude. Patron, or Client, hereby covenants and contracts freely with Association.

Association will only accept payment in substance accompanied with whatever other acceptable marketplace current legal tender is available, as the common law requires that we give you a relief mechanism in lieu thereof. Substance is hereby defined as United States minted coins minted prior to Anno Domini 1933 in gold or silver. The word "Client" indicates a lack of competence in reference to the subscriber and may be incorrect, whereas the term Patron indicates competence and support. It is imperative that the patron understand that **Association does not do business with the public**.

The law was not "made for the protection of experts, but for the public." The "Public" is defined by Ballantine's Law Dictionary 3rd Ed as "That vast multitude, which includes the ignorant, the unthinking, and the credulous, who, in making purchases, do not stop to analyze, but are governed by appearance and general impressions" [J. W. Collins Co. v. F. M. Paist Co. (DC Pa) 14 F2d 614].

It is the intent of this affidavit to positively convey that information to the prospective patron and PMA member. Association does business privately and does not include the public in its contracts. Association, its overseer(s), it assigns, and club members, acknowledge that each state and the United States, each body politic(s) with respective governments, are under no legal obligation to provide police power protection or commercial benefits, such as Social Security (a British Crown Treaty Agreement).

Association, its overseer(s), its assign(s), and club members, repudiate any pledge of protection in return for personal allegiance namely, the citizenship contract that the U.S. Supreme Court described in <u>Luria v U.S.</u>, 231 US 9 (1913). This case along with 50 USC § 1520, wherein the Federal Government authorized chemical and biological experiments to be conducted on the populace, are evidence enough to demonstrate that there is no obligation to provide police power protection, and that the government has in fact become harmful to the public and its unalienable rights.

Any disputes between Association and its club members that cannot be resolved will be resolved by Alternative Dispute Resolution in the form of mediation and/or binding arbitration by a religious, ministerial, ecclesiastical adjudicatory. The legal reasoning is simple: if the contract between Association and the club member/patron is enforced by the police power of the state, then the state becomes a silent third party partner and may then regulate and tax that transaction. The penalty for invoking police power of the State with Association outside of binding arbitration is termination of club membership and all rights therein.

It is important for the Patron to understand that there are essentially three (3) different groups of people regarding this subject matter:

- I. Those people who are aware that it is the *voluntary* acceptance of *FEDERAL*/STATE benefits that creates a tax liability (insurance premium), and puts one in "STATE OF X", that a Social Security number/account is not required, have notified the appropriate authorities to terminate benefits and have taken steps to function outside "STATE OF X".
- II. There are those people who are aware that it is the *voluntary* acceptance of *FEDERAL*/STATE benefits that create a tax liability (insurance premium), and puts one in "STATE OF X", that they do not need a Social Security number/account, but have elected, for whatever reason, to keep it, accept the benefits therein and stay in "STATE OF X" [government] by this contract relationship.
- III. There are those people, the majority of the population, viz., the "masses", who do not know about the contractual nature of Social Security and the *voluntary* acceptance of *FEDERAL*/STATE benefits, are not as knowledgeable as they could be regarding their natural rights, and accompanying obligations, in regard to their absolute freedom to contract, and therefore do not know, nor want to know for any number of reasons, to rid themselves of a Social Security number/account and their *voluntary* acceptance of *FEDERAL*/STATE benefits, and therefore continue to operate, by contract election, with "STATE OF X" [government].

Association is not interested in contracting, private or otherwise, with group III listed above. Starting as a number "III" does not preclude anyone from becoming a "II" through education, preferably private education not associated with the [public] "STATE OF X" government schools.

Association is interested and will contract with those belonging to groups "I" and "II", but only through Private Independent Contracts that remain separate and apart from "STATE OF X", or Federal, or International government enfranchised entities, municipality(ies), or subdivisions, or officers, or agents therein and the Patron(s) signing this document agree willfully and knowingly herein. Association cannot guarantee that these private contracts will be respected by said "STATE OF X" government institutions even though there is a protection for said contract(s) in their constitution(s). This is known as the "Contract Clause" found at U.S. Constitution Article 1, clause 10, wherein, "no state...shall pass any

law...impairing the obligation of contract."

Therefore, by default, the Patron, or Client, also understands that Association can choose <u>to</u> contract, or <u>not to</u> contract with groups "I" or "II" as Association/PMA deems appropriate. Also, the Client and Patron understand that this is a covenant relationship not arising under causae debendi (cause of debt) as the payment for the membership is substance.

Therein, this document and the "DISCUSSION AS TO THE REASONS FOR ...AFFIDAVIT OF KNOWING INTENT..." (aka "DISCUSSION" document) sets forth the terms that neither this AOK nor the DISCUSSION document is subject to the "compelling public interest" test as they are operating in the private contract realm not the PUBLIC, which sets its law form and ADR requirements.

I HEREBY AFFIRM <u>under penalty of perjury</u> that this Affidavit is true and correct and done so in good faith as to comply with the Law to the very best of my knowledge; and,

FURTHER AFFIANT SAITH NOT.	
Subscribed and affirmed this day of	, Anno Domini 1999.
I,agree to these terms and conditions as they afferelations with the PMA.	, understand the statements above and ct the Affidavit of Knowing and my Private commercial
	TRUTH BEFORE GOD ALMIGHTY RE MEN AS THE SCRIPTURES SAITH
	up against a man for any iniquity, or for any sin, in any es, or at the mouth of three witnesses, shall the matter be
WITNESSES:	
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#### AMOS MILLER ORGANIC FARM TRUST

A Private Membership Association (PMA)

A Private Pure Trust Organization - operating under private international law through a Religious Corporation Sole

RE: DISCUSSION AS TO THE REASONS FOR AND THE USE OF THE AFFIDAVIT OF KNOWING INTENT. TO FREELY CONTRACT WITHOUT MENTAL RESERVATIONS OR PURPOSE OF EVASION

It is a firm belief of those people referred to as the "Founding Fathers" of our American country that there existed certain Rights that were given to us by our creator "God." There are those countries in existence even today that are dumbfounded as to why we as Americans hold those beliefs as Truths that are "Self evident", in other words that they do not need to be explained. Communist policemen have been quoted as saying that those crazy Americans believe in "God?", who is that? The Communist in this case, and is representative of all Communists, have no basis in a belief system or philosophical foundation based upon freedom of the man or the individual. [Since the word man is gender neutral I, will continue to refer to Man to include females as well, Websters Dictionary 1856]. The American "experiment" was and is based upon free will of the man to do the right thing and not damage anyone nor breach a contract. All the criminal laws of this country although now based upon Article 1 Section 8 Clause 3 (the Commerce Clause) and the emergency powers originated in the Biblical laws of Torah (i.e. the first five books of the old testament that are encrypted ["The Signature of God" by Grant Jeffrey] and encoded from a power source far superior to our own). The Common Law system (one "law form" or "juris diction") used in the United Kingdom (a.k.a. England) that was transplanted to the United States is still being used although somewhat modified by the Model Penal Code. Our American Tort and Contract laws are essentially the same. Any first year law school student can verify this for you.

The problem becomes "Which system of laws are we to follow?"

Since our/the legislators have had a habit of attempting to overwrite and supersede our foundational law form that was Biblically based we are now presented with a problem. What law form are we to do business or conduct our affairs within? Certainly, every time we write a new contract or form a new agreement we are essentially "making law." It is a maxim of law that "the agreement of the parties is the law of the contract." The original founders were Biblically based but the United Nations and their followers are essentially and by their own admission Satanic worshippers of Circle of Life belief systems that also corresponds to that of many secret societies. I am not here to preach however; I am here to explain the need for the "Affidavit of Knowing" for whose need should be now hinted.

The "Law of Nations" is predicated upon Biblical principles as demonstrated by the treatise known as "The Law of Nations or the Principles of Natural Law" by E. de Vattel, translated in 1758 and published by the Carnegie Institution of Washington in 1916.

What is a "Lawful money contract?" A Lawful money contract is a contract whereby the consideration, or payment, is substance and not a credit based instrument. In layman's terms paying in silver coin is different from giving a piece of paper with numbers on it. Why? Example: Federal Reserve "Notes" (FRN) are the norm for paying for products and services today in America. The challenge is that the payment may set the Law Form for you or at least alter it if done in someone else's "currency" (whatever is the "current" legal tender to purchase things). I had an experienced jurist for my first law instructor who would always tell me "It's all in the words man." He was correct.

An example of the problem is the walk down main street USA when you see the Golden Arches at McDonalds (the restaurant) – effectively receiving the offer and solicitation to come in and buy lunch. You stroll in mumbling to yourself "I don't want to buy a hamburger, I dunno wanna by a hamburger, I dunno wanna by a hamburger". The clerk at the counter hears you mumble "hamburger" and places a hamburger on the counter. You place one Federal Reserve Note (a debt note, not substance) thereby signifying acceptance setting the contract of Offer, Acceptance and Consideration in motion consummating the hamburger purchase. So, the intention to "Not Buy a hamburger" was superseded by the ACT of purchasing a hamburger with some else's debt note. The ACT was different from your WORDS. This debt note is provided by an international trust called the Federal Reserve Bank, backed by the U.S. Treasury, backed by You (the depositor), that is owned and controlled by private parties, here and abroad. In this example you may have intended a lot of things: 1) whether or not to purchase a hamburger, 2) To purchase with your freedom dollars (FRN). However, the actual ACT was to purchase with someone else's "money" thereby "setting the Law Form" (i.e. jurisdiction) in the Corporate Municipal Law Form. By doing so a certain set of rules were set in motion to apply to that transfer action (i.e. transaction) and this could be disastrous if you were not purchasing hamburgers. For example, let us say that you decided to purchase land in the year 1932 in the American Midwest and you began saving up your bars of silver. Then before you purchased the land at the end of 1933 you traded in your silver to FRNs to make the transfer action simple. What you just did was change the transfer action from a lawful money contract at common law based upon biblical principals and Law of Nations to tendering relief under a different Law Form at Admiralty Law (a Law Form based upon debts and collections). Both will enable you to use the property but not both will actually "purchase" the property. The Lawful money payment will purchase At [Common] Law and the current Corporate Municipal Law Form based in Admiralty will only provide "colorable" title at Deed not In Law. Anything that is colorable acts like but is not – i.e. a "wannabe."

"Mixed and multiple jurisdictions" is a phrase used by some judges to indicate to a man litigating some issue that they have not "set the Law Form" so the judge must presume that you are operating under the same Law Form as the court, and he will operate accordingly. This may not be the Law Form you intended, and it is not the court's job to teach you Law. The phrase "We can't give you legal advice" is done so on purpose to "keep you in the dark."

This document "Affidavit of Knowing" sets the Law Form and gives you Full Disclosure as to the intentions of the organization with whom you are dealing. It does not try to influence your governing authority.

Since the term government means "govern mentis" or "govern your mind" it reasons that those under whom you pledge loyalty to are "governing your mind" and therefore telling you what to do. Our society is replete with so many examples of this they are too numerous to list.

By signing an "Affidavit of Knowing" the Signor sets his Law Form for which all future agreements with said organization will be based. No organization, regardless of roots, can interlope into and control those agreements thus committing a trespass upon those stated contractual rights. By signing an "Affidavit of Knowing" the Signer does not give up any rights or privileges provided by any other agreement in other areas of his life. It simply defines or makes finite how those agreements within said organization will be handled.

AMOS MILLER ORGANIC FARM TRUST operates pursuant to "free will" and therefore connotes the freedom to contract unrestricted and unhampered by governmental interference. Said PMA and its

patrons and/or its assigns both recognize that "consensus facit jus", consent makes law, or in other words your assent gives force to the law form to which you assent.

Also, in accordance with that United States Supreme Court case of Watson v. Jones, 80 U.S. (13 Wall.) 679 (1871), the PMA's internal operations are structured through a Religious Corporation Sole in accord with the nature of Title 26 U.S.C. §508(c)(1)(A), i.e. excepted from the code. Said Corporation Sole ("The Office of the Presiding Patriarch (Overseer), and his successors, a corporation sole, over/for Miller Organic Farm (an unincorporated Religious based and eleemosynary society)") operates as the Trustee for AMOS MILLER ORGANIC FARM TRUST. Said Religious Corporation Sole sets forth an ecclesiastical adjudicatory to resolve all future controversies by and through Alternative Dispute Resolution (i.e. Mediation and/or Binding Arbitration) that will be controlled by that body politic of local Amish Ordained Bishops of Pennsylvania and known as the Old Order Amish (or Overseer's chosen religious Alternative Dispute Resolution venue). They will be conducting problem resolution through The Ecclesiastical Court of Justice (written communication address: on the soil of Lancaster County, Pennsylvania as determined by the Bishops (supra), or to be named in a different mailing address document for service of process purposes) with venue and jurisdiction of the Laws of God, is an ecclesiastic court superior to all civil secular courts and can be contacted through the point of filing and/or the address listed herein. Furthermore, the finding in Watson v. Jones, supra, was that a religious court's determinations may not be reviewed by a secular court once the religious Parties have set forth their contract to resolve disputes internally.

Therein, the United States Supreme Court case of Henry Schein, Inc. v. Archer & White Sales, Inc., 586 U.S. \_\_\_\_, 139 S. Ct. 524 (2019), and the Federal Arbitration Act (FAA) operates under the premise that "arbitration is a matter of contract, and courts must enforce arbitration contracts according to their terms." And, "...a court may not override the contract, even if the court thinks that the arbitrability claim is wholly groundless." Schein, supra; AT&T Technologies, Inc. v. Communications Workers, 475 U.S. 643, 649-650 (1986). "When the parties' contract delegates the arbitrability question to an arbitrator, the courts must respect the parties' decision as embodied in the contract." Schein, supra. The U.S. Constitution states that "no state...shall pass any law...impairing the obligation of contract."

Our freedom day was January 8, 2019. In a unanimous decision on January 8, 2019, in Henry Schein, Inc. v. Archer & White Sales, Inc. (Henry Schein), the U.S. Supreme Court confirmed that the United States is a pro-arbitration jurisdiction that will honor parties' agreements to arbitrate. Specifically, where an arbitration clause clearly delegates the decision of arbitrability to the arbitrators, courts should have no say in the matter-even if they perceive the argument in favor of arbitration as "wholly groundless." This decision provides clarity for potential disputants and is in line with prior Court precedent prohibiting courts from reviewing the merits of a dispute when properly delegated to an arbitrator. Kompetenzkompetenz Kompetenz-kompetenz is a well-established doctrine in international arbitration. It holds that an arbitral tribunal is competent to determine its own jurisdiction. Although most, if not all, modern arbitration rules incorporate this doctrine, its effectiveness in a given jurisdiction depends on the willingness of courts of that jurisdiction to allow the relevant tribunal to decide on its competence. The doctrine of kompetenz-kompetenz is recognized in United States law, but certain federal appeal courts in the United States would nevertheless allow federal courts to preempt the arbitrators' exercise of that power where they (the courts) perceived the argument in favor of arbitration to be "wholly groundless." That was the case until recently. The decision in Henry Schein The Supreme Court addressed kompetenzkompetenz in its January 8, 2019, decision in Henry Schein, Inc. v. Archer & White Sales, Inc., 586 US (2019), when it held that the parties' agreement on who decides the question of arbitrability must be honored. Under the Supreme Court's ruling, where an arbitration clause delegates that decision to the

arbitrators, courts should have no say on this matter - even if they perceive the argument in favor of arbitration as "wholly groundless." The Supreme Court explained: "Just as a court may not decide a merits question that the parties have delegated to an arbitrator, a court may not decide an arbitrability question that the parties have delegated to an arbitrator." The Supreme Court's reasoning When a dispute arose, Archer & White Sales, Inc. (A&W) sued Henry Schein, Inc. (Schein) in Texas federal district court for antitrust violations, seeking damages and injunctive relief. Schein moved to dismiss the case and compel arbitration on the basis of the arbitration clause, which provided: "[a]ny dispute arising under or related to this Agreement (except for actions seeking injunctive relief and disputes related to trademarks, trade secrets, or other intellectual property of [Henry Schein]), shall be resolved by binding arbitration in accordance with the arbitration rules of the American Arbitration Association [(AAA)]." If the arbitration agreement delegates decision on arbitrability to the arbitrators, the court has no role to play in that decision. A&W pointed to Section 10 of the FAA, which provides for "back-end" (i.e., post-arbitration) judicial review of an arbitrator's decision if the arbitrator has exceeded its powers. A&W posited that if a court can rule then the dispute was not arbitrable after the arbitration ends, it should also be allowed to do before it begins, i.e., so at the "front end." Reiterating that it is not the Court's place to "redesign" the FAA, the Court rejected the argument. A&W maintained that it would be wasteful to send the arbitrability question to an arbitrator if the argument for arbitration is wholly groundless. The Court again reiterated that the FAA contains no "wholly groundless" exception, and that the Court may not "engraft" its own exceptions onto the statutory text. The Court also disagreed with the premise that creating a "timeconsuming sideshow" in court before referring the dispute to arbitration would be more efficient to resolve disputes. Clarity and predictability By rejecting the "wholly groundless" exception in Henry Schein, the Court effectively resolved a circuit split on this issue of arbitrability and provided contracting parties agreeing to arbitrate in the United States with more certainty and predictability.

1,	, understand the statements above and
agree to these relations with	, understand the statements above and terms and conditions as they affect the Affidavit of Knowing and my Private commercianthe PMA.
Signature	
Signature	LET THIS STAND AS THE TRUTH BEFORE GOD ALMIGHTY
	AND BE ESTABLISHED BEFORE MEN AS THE SCRIPTURES SAITH
	19:15 One witness shall not rise up against a man for any iniquity, or for any sin, in any sin that he mouth of two witnesses, or at the mouth of three witnesses, shall the matter be established."
1.	
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